

1 JANET M. HEROLD
Regional Solicitor
2 SUSAN SELETSKY
FLSA Counsel
3 JOSEPH M. LAKE
Senior Trial Attorney
4 lake.joseph@dol.gov
California State Bar Number 246679
5 United States Department of Labor
Office of the Solicitor
6 90 7th Street, Suite 3-700
San Francisco, CA
7 (415) 625-7758
FAX (415) 625-7772
8

9 Attorneys for Plaintiff, Thomas E. Perez,
Secretary of Labor
10 United States Department of Labor

11 UNITED STATES DISTRICT COURT FOR THE
12 NORTHERN DISTRICT OF CALIFORNIA

13)
14 THOMAS E. PEREZ, Secretary of Labor,)
United States Department of Labor,)
15) Case No.: 3:14-cv-4703- JCS
Plaintiff,)
16 v.) ~~PROPOSED~~
) **CONSENT JUDGMENT**
17 GOLDEN HOME EXTEND CARE, INC., a)
corporation; SAINT MICHAEL'S)
18 EXTENDED CARE, LLC, a limited liability)
corporation; RIA GARRISON, an individual;)
19 WALTER GARRISON, an individual; and)
RIA GARRISON and WALTER GARRISON)
20 d/b/a GARRISON CARE HOME)
)
21 Defendants.)
)

22
23 Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor
24 (the "Secretary"), and Defendants GOLDEN HOME EXTEND CARE, INC., a corporation;
25 SAINT MICHAEL'S EXTENDED CARE, LLC, a limited liability corporation; RIA
GARRISON, an individual; WALTER GARRISON, an individual; and RIA GARRISON and

1 WALTER GARRISON d/b/a GARRISON CARE HOME (together "Defendants"), have agreed
2 to resolve the matters in controversy in this civil action and consent to the entry of this Consent
3 Judgment in accordance herewith:

4 A. The Secretary has filed a Complaint alleging that the Defendants violated
5 provisions of Sections 6, 7, 11(c), 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938,
6 as amended ("FLSA" or "the Act"), 29 U.S.C. § 207, 211(c), 215(a)(2) and (5).

7 B. Defendants acknowledge receipt of a copy of the Secretary's Complaint.

8 C. Defendants waive issuance and service of process and waive answers and any
9 defenses to the Secretary's Complaint.

10 D. The Secretary and Defendants waive Findings of Fact and Conclusions of Law,
11 and agree to the entry of this Consent Judgment in settlement of this action, without further
12 contest.

13 E. Defendants admit that the Court has jurisdiction over the parties and subject
14 matter of this civil action and that venue lies in the Northern District of California.

15 F. Defendants and the Secretary agree to the entry of this Consent Judgment without
16 contest.

17 G. Defendants understand and agree that demanding or accepting any of the funds
18 due employees under this Consent Judgment ("Consent Judgment" or "Judgment") or
19 threatening any employee for accepting money due under this Consent Judgment or for
20 exercising any of their rights under the Fair Labor Standards Act of 1938, as amended ("FLSA"
21 or "the Act"), 29 U.S.C. §201, *et seq.* is specifically prohibited by this Consent Judgment and
22 may subject Defendants to equitable and legal damages, including punitive damages and civil
23 contempt.

24 H. Defendants and the Secretary agree to the entry of this Consent Judgment without
25 contest.

I. Defendants admit to violating Sections 6 and 15(a)(2) of the FLSA during the
period from August 1, 2011 and July 31, 2014, by paying at least four (4) employees' wages at
rates less than the applicable federal minimum wage in workweeks when said employees were

1 engaged in commerce and in the production of goods for commerce or were employed in an
2 enterprise engaged in commerce or in the production of goods for commerce, within the meaning
3 of the Act, as aforesaid.

4 J. Defendants admit to violating Sections 7 and 15(a)(2) of the FLSA during the
5 period from August 1, 2011 and July 31, 2014, by employing at least twenty-six (26) employees
6 who were engaged in commerce or the production of goods for commerce, or who were
7 employed in an enterprise engaged in commerce or in the production of goods for commerce
8 within the meaning of the Act, for workweeks longer than forty hours, and failing to pay such
9 employees compensation for their employment in excess of forty hours at a rate not less than one
and one-half times the regular rate at which he is employed.

10 K. Defendants admit to violating Sections 11(c) and 15(a)(5) of the FLSA during the
11 period from August 1, 2011 and July 31, 2014, by failing to make, keep and preserve records of
12 their employees and of the wages, hours, and other conditions and practices of employment
13 maintained by them as prescribed by the regulations found in 29 C.F.R. Part 516 that are issued,
14 and from time to time amended, pursuant to section 11(c) of the Act. Therefore, upon motion of
15 the attorneys for the Secretary, and for cause shown,

16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Section
17 17 of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 *et seq.*, (hereafter the
18 “Act” or the “FLSA”), Defendants, their officers, agents, servants, employees, and all persons in
19 active concert or participation with them be, and they hereby are, permanently enjoined and
20 restrained from violating the provisions of the Act, in any of the following manners:

21 1. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the Act, employ any
22 of their employees at rates less than the applicable federal minimum wage in workweeks when
23 said employees were engaged in commerce and in the production of goods for commerce or were
24 employed in an enterprise engaged in commerce or in the production of goods for commerce,
25 within the meaning of the Act.

1 2. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the Act, employ any
2 of their employees who in any workweek are engaged in commerce or the production of goods
3 for commerce, or who are employed in an enterprise engaged in commerce or in the production
4 of goods for commerce, within the meaning of the Act, for workweeks longer than forty hours,
5 unless such employee receives compensation for his employment in excess of forty hours at a
6 rate not less than one and one-half times the regular rate at which he is employed.

7 3. Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the Act fail to
8 make, keep and preserve records of their employees and of the wages, hours, and other
9 conditions and practices of employment maintained by them as prescribed by the regulations
10 found in 29 C.F.R. Part 516 that are issued, and from time to time amended, pursuant to section
11 11(c) of the Act.

12 4. **IT IS FURTHER ORDERED** that Defendants shall not withhold payment of
13 \$114,252.74, which represents the unpaid minimum wage and overtime compensation hereby
14 found to be due, for the period from August 1, 2011 and July 31, 2014 to the present and former
15 employees named in Exhibit A, attached hereto and made a part hereof, in the amounts set forth
16 therein.

17 5. **IT IS FURTHER ORDERED** that Plaintiff shall have and recover from
18 Defendants the amount of \$85,689.56, which represents the liquidated damages of hereby found
19 to be due for the Subject Period to those current and former employees of Defendants named in
20 Exhibit A, attached hereto and made a part hereof, in the amounts set forth therein, pursuant to
21 authority expressly provided in Section 16 of the FLSA, 29 U.S.C. § 216.

22 6. Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly,
23 any employee to return or to offer to return to the Defendants or to someone else for the
24 Defendants, any money in the form of cash, check, or any other form, for wages previously due
25 or to become due in the future to said employee under the provisions of this Consent Judgment

1 or the Act; nor shall Defendants accept, or receive from any employee, either directly or
2 indirectly, any money in the form of cash, check, or any other form, for wages heretofore or
3 hereafter paid to said employee under the provisions of this Consent Judgment or the Act; nor
4 shall Defendants discharge or in any other manner discriminate, nor solicit or encourage anyone
5 else to discriminate, against any such employee because such employee has received or retained
6 money due to him from the Defendants under the provisions of this Consent Judgment or the
7 Act.

8 **FURTHER, JUDGMENT IS HEREBY ENTERED**, pursuant to Section 16(c) of the
9 Act, in favor of the Secretary as a judgment owed to the United States of America and against
10 the Defendants in the total amount of \$199,942.30, which is comprised of \$114,252.74 in unpaid
11 minimum wage and overtime compensation owed by Defendants and pursuant to authority
12 expressly provided in Section 16 of the FLSA, 29 U.S.C. § 216, an additional equal amount as
13 liquidated damages of \$85,689.56.

14 7. Defendants shall pay the sum of \$114,252.74, which represents the unpaid
15 minimum wage and overtime compensation hereby found to be due, for the period from August
16 1, 2011 and July 31, 2014, to the present and former employees named in Exhibit A, attached
17 hereto and made a part hereof, in the amounts set forth therein.

18 8. The rights of any of Defendants' employees or ex-employees not specifically
19 mentioned in Exhibit A to this Consent Judgment, to back wages and liquidated damages under
20 the Act, and the rights of Defendants' employees or ex-employees identified in Exhibit A in
21 regard to work performed for any time period other than the time period specified above in
22 paragraph 6, are neither affected nor extinguished by this Consent Judgment and neither party to
23 the action contemplates that the Consent Judgment entered in this action will affect such rights, if
24 any.

1 9. Defendants shall further pay as liquidated damages the additional sum of
2 \$85,689.56 hereby found to be due, for the period from August 1, 2011 and July 31, 2014, to the
3 present and former employees named in Exhibit A, attached hereto and made a part hereof, in the
4 amounts set forth therein.

5 10. The provisions of paragraphs 4, 5, 7, and 9 of this Consent Judgment will be
6 deemed satisfied where Defendants comply with the following provisions:

7 Within ten calendar days of the entry of this Consent Judgment, Defendants shall either
8 deliver proof of payment (in the form of copies of checks issued and signed WH-58 forms) of the
9 back wages and liquidated damages amounts as delineated on the signed WH-56 forms attached
10 hereto as Exhibit A to the present and former employees therein named; or, if Defendants are
11 unable to reach a former employee or a former employee has informed the DOL that he/she
12 would prefer to receive payment directly from the DOL, Defendants shall provide the payments
13 via check for those specified employees to the DOL via Federal Investigator Lonnie S. Holmes at
14 the following address:

15 Lonnie S. Holmes
16 Federal Investigator
17 90 7th Street, Suite 12-100
18 San Francisco, Ca. 94103
19

20 11. In the event of a default in the timely making of the payments specified herein,
21 the full gross amount outstanding due under this Consent Judgment, plus post-judgment interest
22 at the rate of 10% per year from the date of this Consent Judgment until the full amount of this
23 Consent Judgment is paid in full, shall become immediately due and payable directly to the U.S.
24 Department of Labor by certified check to the District Director of the Wage and Hour Division.
25

1 For the purposes of this paragraph, a "default" is deemed to occur if payment is not delivered
2 within five calendar days of the due date.

3 12. The Secretary shall allocate and distribute the remittances, or the proceeds thereof
4 that have not already been paid directly by Defendants, less deductions for employees' share of
5 Social Security and withholding taxes to the persons named in the attached Exhibit A, or to their
6 estates if that be necessary, in his sole discretion, and any money not so paid within a period of
7 three years from the date of its receipt, because of an inability to locate the proper persons or
8 because of their refusal to accept it, shall be then deposited in the Treasury of the United States,
9 as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c). The Secretary shall be responsible for
10 deducting the employee's share of FICA and federal income taxes from the amounts paid to the
11 persons named in the attached Exhibit A, and for remitting said deductions to the appropriate
12 federal agencies.

13 13. Within thirty days of the date of entry of this Consent Judgment, Defendants shall
14 provide each of their employees with copies of a Notice of Rights, attached as Exhibit B, which
15 summarizes the terms of this Consent Judgment and provides direct guidance from the DOL
16 regarding care home employees' rights under the FLSA. English and Spanish versions are
17 attached. In the event any of Defendants' employees' native language is a language other than
18 English, Tagalog, or Spanish, Defendants shall have the notice translated into that language.
19 Defendants shall provide copies of Exhibit C to all new hires and post a copy at each business
20 establishment in an area that is frequented by each employee at least once every workweek and
21 where it is highly visible. This provision shall be in effect for a period of four years from the
22 date of entry of this Consent Judgment.

23 14. Within 10 days of signing this Consent Judgment, Defendants shall post
24 Department of Labor- approved posters regarding the minimum wage and overtime provisions of
25 the FLSA, which may be found at <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

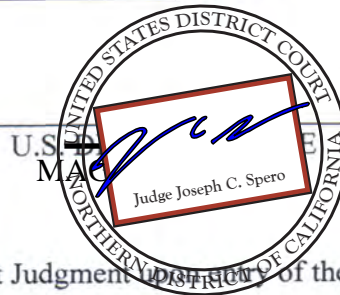
1 15. Defendants agree that they will not claim that food eaten by workers is a part of
2 their pay (a "meal credit") absent full compliance with 29 C.F.R. Part 531. If Defendants opt to
3 seek a meal credit pursuant to 29 C.F.R. Part 531, Defendants shall retain receipts for any food
4 purchased for which they claim a meal credit. Immediately upon issuance and for two years
5 thereafter, Defendants shall maintain copies of receipts for food purchased as to which
6 Defendants assert a meal credit. Defendants shall make these receipts open for inspection by the
7 Department of Labor at any time without prior request, and inspection by any worker at any time
8 without prior request. On January 1, March 1, June 1 and October 1 of each year, Defendants
9 shall post a statement in an area that is frequented by employees and where it is highly visible
10 which shows how Defendants calculated the amount of any meal credit Defendants claimed
11 during the previous calendar quarter. Defendants shall continue to display the above-described
12 meal credit information for two years after claiming any meal credit.

13 16. Defendants shall not claim that sleeping at Defendants' facility is part of the
14 workers' pay ("lodging credit") unless they comply fully with 29 C.F.R. Part 516, including 29
15 CFR § 516.27. Defendants shall maintain all records described at 29 C.F.R. § 516.27, including
16 itemized accounts showing the nature and amount of any expenditures entering into the
17 computation of the reasonable cost of lodging for which a lodging credit is claimed.
18 Immediately upon issuance and for two years thereafter, Defendants shall maintain copies of all
19 receipts and expenditures and other document support for any lodging credit asserted.
20 Defendants shall make such lodging credit documents open for inspection by the Department of
21 Labor at any time without prior request, and inspection by any worker at any time without prior
22 request. On January 1, March 1, June 1 and October 1 of each year, Defendants shall post a
23 statement in an area that is frequented by employees and where it is highly visible which shows
24 how Defendants calculated the amount of any lodging credit Defendants claimed during the
25

1 previous calendar quarter. Defendants shall continue to display the above-described lodging
2 credit information for two years after claiming any lodging credit.

3
4 17. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action
5 for purposes of enforcing compliance with the terms of this Consent Judgment.

6
7 Dated this 28th day of October, 2014



12 The parties stipulate to entry of this Consent Judgment ~~in conformity~~ of the terms stated
13 herein:

14 Dated: 10-15-2014
15 DEFENDANT

16 Ria Garrison
17 RIA GARRISON
18 for Defendants GOLDEN HOME EXTEND
19 CARE, INC.; SAINT MICHAEL'S
20 EXTENDED CARE, LLC; RIA GARRISON,
21 WALTER GARRISON, an individual; and
22 RIA GARRISON and WALTER GARRISON
23 d/b/a GARRISON CARE HOME
24
25

Dated:

M. PATRICIA SMITH
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
FLSA Counsel

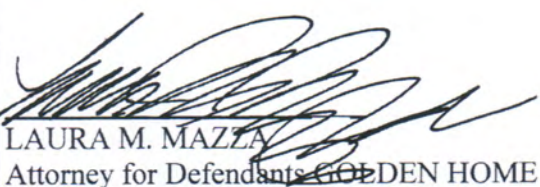
JOSEPH M. LAKE
Senior Trial Attorney
Attorneys for U.S. Department of Labor

1 Approved as to Form:

2 BAIN, MAZZA, & DEBSKI LLP

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4

5 
LAURA M. MAZZA
Attorney for Defendants ~~GOLDEN HOME~~
6 EXTEND CARE, INC.; SAINT MICHAEL'S
7 EXTENDED CARE, LLC; RIA GARRISON,
8 WALTER GARRISON, an individual; and
RIA GARRISON and WALTER GARRISON
d/b/a GARRISON CARE HOME

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EXHIBIT A

A summary of unpaid wages and liquidated damages on form WH-56 have been provided to Laura Mazza, Attorney for Defendants GOLDEN HOME EXTEND CARE, INC.; SAINT MICHAEL'S EXTENDED CARE, LLC; RIA GARRISON, WALTER GARRISON, an individual; and RIA GARRISON and WALTER GARRISON d/b/a GARRISON CARE HOME. On 10/3/14, the fully executed copies of which are attached hereto.

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: San Francisco District Office 90 7th Street Suite 12100 San Francisco, CA 94103 415-625-7720	Investigator: Lonnie Holmes	Date: 10/03/2014
	Employer Fed Tax ID Number: 80-0435357	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BW Agreed	6. LD Agreed	Total
1. Ake, Mirian	1426 Lincoln Ave Apt A San Rafael, Ca 94901	08/06/2011 to 08/02/2014	FLSA	\$140.00	\$105.00	\$245.00
				\$140.00	\$105.00	\$245.00
2. Chavez, Katherine	982 Elliott Dr., Vallejo, CA 94589	08/06/2011 to 08/02/2014	FLSA	\$144.00	\$108.00	\$252.00
				\$144.00	\$108.00	\$252.00
3. De Guzman, Lolita	2035 Severus Drive Vallejo, CA 94589	08/06/2011 to 08/02/2014	FLSA	\$785.00	\$588.75	\$1,373.75
				\$785.00	\$588.75	\$1,373.75
4. Demadapat, Iuminada	1001 Green Oak Drive Lafayette, CA 94549	08/06/2011 to 08/02/2014	FLSA	\$785.00	\$588.75	\$1,373.75
				\$785.00	\$588.75	\$1,373.75
5. Escobar, Romelia	1563 Anna Way Petaluma, CA 94954	08/06/2011 to 08/02/2014	FLSA	\$863.50	\$647.63	\$1,511.13
				\$863.50	\$647.63	\$1,511.13
6. Flores, Cherie Ann	383 McArthur Blvd., Apt#424 Oakland, CA 94610	08/06/2011 to 08/02/2014	FLSA	\$27,143.53	\$20,357.65	\$47,501.18
				\$27,143.53	\$20,357.65	\$47,501.18

I agree to pay the listed employees the amount due shown above by 11/01/2014

Signed: *Ria Mar*

Date: 10-8-2014

Employer Name and Address:
Golden Home
Golden home extended care, inc
1234 Las Gallinas
San Rafael CA 94903

Subtotal: \$29,861.03 \$22,395.78 \$52,256.81

Form WH-56A

Date: 10/03/2014 1:02:20 PM

Case ID: 1736980

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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: San Francisco District Office
90 7th Street
Suite 12100
San Francisco, CA 94103
415-625-7720

Investigator:
Lonnie Holmes

Date:
10/03/2014

Employer Fed Tax ID Number: 80-0435357

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BW Agreed	6. LD Agreed	Total
7. Juan, Metodio	1715 Sunset Avenue Fairfield, CA 94533	08/06/2011 to 08/02/2014	FLSA	\$270.00	\$202.50	\$472.50
				\$270.00	\$202.50	\$472.50
8. LaRocca, Rocelyn	40 Pleasant Lane San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$785.00	\$588.75	\$1,373.75
				\$785.00	\$588.75	\$1,373.75
9. Martinez, Irma	544 Loletta Lane Novato, CA 94947	08/06/2011 to 08/02/2014	FLSA	\$785.00	\$588.75	\$1,373.75
				\$785.00	\$588.75	\$1,373.75
10. Morquecho, Nancy	1725 Marion Ave., Apt. K-11 Novato, CA 94945	08/06/2011 to 08/02/2014	FLSA	\$385.00	\$288.75	\$673.75
				\$385.00	\$288.75	\$673.75
11. Ordonez, Lucila	55 Canal St., Apt. 4 San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$706.50	\$529.88	\$1,236.38
				\$706.50	\$529.88	\$1,236.38
12. Reyes, Marvin	807 York St., Vallejo, CA 94590	08/06/2011 to 08/02/2014	FLSA	\$76.50	\$57.38	\$133.88
				\$76.50	\$57.38	\$133.88

I agree to pay the listed employees the
amount due shown above by 11/01/2014

Signed: *Ria Ho*

Date: 10-8-2014

Employer Name and Address:
Golden Home
Golden home extended care, inc
1234 Las Gallinas
San Rafael CA 94903

Subtotal: \$3,008.00 \$2,256.01 \$5,264.01

Form WH-56A

Date: 10/03/2014 1:02:20 PM

Case ID: 1736980

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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: San Francisco District Office
90 7th Street
Suite 12100
San Francisco, CA 94103
415-625-7720

Investigator:
Lonnie Holmes

Date:
10/03/2014

Employer Fed Tax ID Number: 80-0435357

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BW Agreed	6. LD Agreed	Total
13. Vecina, Madelle	329 Ellen Drive San Rafael, CA 94903	08/06/2011 to 08/02/2014	FLSA	\$247.50	\$185.63	\$433.13
				\$247.50	\$185.63	\$433.13
14. Yam, Angelica	144 Bolling Circle Novato, CA 94949	08/06/2011 to 08/02/2014	FLSA	\$400.00	\$300.00	\$700.00
				\$400.00	\$300.00	\$700.00

I agree to pay the listed employees the
amount due shown above by 11/01/2014

Signed: *Lia Mai*

Date: *10-8-2014*

Employer Name and Address:
Golden Home
Golden home extended care, inc
1234 Las Gallinas
San Rafael CA 94903

Subtotal:	\$647.50	\$485.63	\$1,133.13
Total:	\$33,516.53	\$25,137.42	\$58,653.95

Form WH-56A

Date: 10/03/2014 1:02:20 PM

Case ID: 1736980

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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: San Francisco District Office 90 7th Street Suite 12100 San Francisco, CA 94103 415-625-7720	Investigator: Lonnie Holmes	Date: 10/03/2014
	Employer Fed Tax ID Number: 94-3395969	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BW Agreed	6. LD Agreed	Total
1. Deleon, Diane	112 Morning Side Drive Daly City, CA 94015	08/06/2011 to 08/02/2014	FLSA	\$34,545.00	\$25,908.74	\$60,453.74
				\$34,545.00	\$25,908.74	\$60,453.74
2. Mestidio, Henry	1084 15th Ave Redwood City, CA 94063	08/06/2011 to 08/02/2014	FLSA	\$22,932.00	\$17,198.99	\$40,130.99
				\$22,932.00	\$17,198.99	\$40,130.99
3. Tupaz, Joseph		08/06/2011 to 08/02/2014	FLSA	\$14,954.17	\$11,215.65	\$26,169.82
				\$14,954.17	\$11,215.65	\$26,169.82

I agree to pay the listed employees the amount due shown above by 11/01/2014

Signed: [Signature]Date: 10-8-2014

Employer Name and Address:
Garrison Care Home
Garrison Care Home
7 Hermosa Lane
South San Francisco CA 94080

Subtotal:	\$72,431.17	\$54,323.38	\$126,754.55
Total:	\$72,431.17	\$54,323.38	\$126,754.55

Form WH-56A

Date: 10/03/2014 1:04:23 PM

Case ID: 1736215

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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: San Francisco District Office 90 7th Street Suite 12100 San Francisco, CA 94103 415-625-7720	Investigator: Lonnie Holmes	Date: 10/03/2014
	Employer Fed Tax ID Number: 68-0640068	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BW Agreed	6. LD Agreed	Total
1. Baraona, Lourdes	142 Park Street San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$247.50	\$185.62	\$433.12
				\$247.50	\$185.62	\$433.12
2. Guerra-De Serrato, Zoila	220 Canal St., #18 San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$745.75	\$559.31	\$1,305.06
				\$745.75	\$559.31	\$1,305.06
3. Guintu, Gerardo	408 Fourth Street San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$883.13	\$662.35	\$1,545.48
				\$883.13	\$662.35	\$1,545.48
4. Guintu, Marilou	408 Fourth Street San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$942.00	\$706.50	\$1,648.50
				\$942.00	\$706.50	\$1,648.50
5. Juan, Metodio	1715 Sunset Avenue Fairfield, CA 94533	08/06/2011 to 08/02/2014	FLSA	\$726.13	\$544.60	\$1,270.73
				\$726.13	\$544.60	\$1,270.73
6. Lem, Maritza	240 Canal St.#C12 San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$460.00	\$345.00	\$805.00
				\$460.00	\$345.00	\$805.00

I agree to pay the listed employees the amount due shown above by 11/01/2014

Signed: *RA Bar*Date: *10-8-2014*

Employer Name and Address:
Saint Michael's Extended Care Home
Saint Michael's Extended Care Home
416 4th Street
San Rafael CA 94901

Subtotal: \$4,004.51 \$3,003.38 \$7,007.89

Form WH-56A

Date: 10/03/2014 1:05:29 PM

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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: San Francisco District Office 90 7th Street Suite 12100 San Francisco, CA 94103 415-625-7720	Investigator: Lonnie Holmes	Date: 10/03/2014
	Employer Fed Tax ID Number: 68-0640068	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BW Agreed	6. LD Agreed	Total
7. Llova, Garado	1050 Court St #420 San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$532.00	\$399.00	\$931.00
				\$532.00	\$399.00	\$931.00
8. Ordonez, Lucila	55 Canal St., Apt. 4 San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$706.50	\$529.87	\$1,236.37
				\$706.50	\$529.87	\$1,236.37
9. Ordonez, Yolanda	1 Plaza Loma Novato, CA 94947	08/06/2011 to 08/02/2014	FLSA	\$1,040.13	\$780.10	\$1,820.23
				\$1,040.13	\$780.10	\$1,820.23
10. Padua, Phillip	59 Fremont Road San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$58.50	\$43.87	\$102.37
				\$58.50	\$43.87	\$102.37
11. Ramirez, Estela	3525 Kerner Blvd.#17 San Rafael, CA 94901	08/06/2011 to 08/02/2014	FLSA	\$1,758.40	\$1,318.80	\$3,077.20
				\$1,758.40	\$1,318.80	\$3,077.20
12. Rosaroso, Ludwig	1000 McDonald Ave., #116 Richmond, CA 94801	08/06/2011 to 08/02/2014	FLSA	\$205.00	\$153.75	\$358.75
				\$205.00	\$153.75	\$358.75

I agree to pay the listed employees the amount due shown above by 11/01/2014

Signed: *Ria Ran*Date: *10-8-2014*

Employer Name and Address:
Saint Michael's Extended Care
Home
Saint Michael's Extended Care
Home
416 4th Street
San Rafael CA 94901

Subtotal:	\$4,300.53	\$3,225.39	\$7,525.92
Total:	\$8,305.04	\$6,228.77	\$14,533.81

Form WH-56A

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1 Department of Labor requires the employer to make available to you any receipts,
2 documents, or any other information necessary to explain how any lodging or meal
3 deductions and credits are being calculated.
4

5 You must be paid for all hours worked, even hours spent sleeping, if you are
6 not usually free of duties during such sleep hours and thus can enjoy at least 5
7 hours of uninterrupted sleep hours. Your employer must pay you for all time spent
8 working, even if the work is performed during time scheduled as “sleep time” or
9 “non-work” time.
10

11 **If you think you are not being paid in accordance with the law**, you can
12 call the U.S. Department of Labor, Wage and Hour Division, at (415) 625-7720 or
13 1-866-4-USWAGE (1-866-487-9243) and your name will be kept confidential.
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AVISO LEGAL A TODOS LOS EMPLEADOS

El Departamento de Trabajo condujo una investigación de GOLDEN HOME
EXTEND CARE, INC.; SAINT MICHAEL'S EXTENDED CARE, LLC; RIA
GARRISONWALTER GARRISON; and GARRISON CARE HOME determinó
que los empleados están debidos salarios retroactivos y daños liquidados por su
empleo durante el período de 8/1/11 hasta 7/31/14 GOLDEN HOME EXTEND
CARE, INC.; SAINT MICHAEL'S EXTENDED CARE, LLC; RIA
GARRISONWALTER GARRISON; and GARRISON CARE HOME se han
puesto de acuerdo voluntariamente y están dispuestos a pagar las multas, los
salarios retroactivos, y los daños liquidados calculados por el Departamento.
También, están dispuesto a tomar pasos positivos para cumplir con la Ley de
Normas Justas de Trabajo.

La **Ley de Normas Justas de Trabajo** establece que todos los empleados
tienen que ser pagados **el salario mínimo** por todas las horas que han trabajado.
Además, todos los empleados tienen que recibir **sobretiempo** después de 40 horas
de trabajo en una semana, que es 1 ½ veces la tasa regular de pago normal del
empleado. Todos los empleados que reciben salario por horas tienen derecho a
sobretiempo cuando trabajan más de 40 horas por semana.

Si usted piensa que no está siendo pagado de acuerdo con la ley, puede

1 llamar al Departamento de Trabajo, Sección de Horas y Sueldos, a (415) 625-7720
2 o a 1-866-4-USWAGE (1-866-487-9243); su identidad es confidencial.
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